

**AGREEMENT BETWEEN  
THE CITY OF LINCOLN, NEBRASKA,  
on behalf of the Lincoln-Lancaster County Health Department, ("City"),  
and the CITY OF WAVERLY, NEBRASKA, having an address of P.O. Box 427, 14130  
Lancashire, Waverly, NE 68462-0427, for the purpose of providing health regulation  
inspection and enforcement within the corporate limits and of the City of Waverly.**

WHEREAS, the City of Waverly is desirous of contracting with the City, through the Lincoln-Lancaster County Health Department, in the interest of:

- Protecting the public's health and the environment from pollution;
- Providing minimum standards regulating design, construction, installation, maintenance, and operation of individual sewage disposal systems within Lancaster County; and
- Providing investigation of public health nuisance conditions as defined by the City of Waverly Ordinance:
- Reviewing transfers of properties that are served by individual domestic water wells or onsite wastewater treatment systems to assure they meet minimum standards regulating design, construction, installation, maintenance, and operation established in the City of Waverly ordinances as applicable; and
- Reviewing newly proposed subdivisions that will not be served by public water supply or community wastewater treatment for water, wastewater and environmental hazards.

WHEREAS, the City is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such services shall be provided within the City of Waverly's zoning jurisdiction;

WHEREAS, such agreements are authorized and provided for by the provisions of Neb. Rev. Stat. §13-901 et. seq. hereinafter referred to as the Interlocal Cooperation Act; and

WHEREAS, the parties to this agreement enter into this cooperative agreement for the mutual benefit of the parties and to provide services in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities. Each party agrees that it shall remain a distinct and separate entity with its own rights and authorities and that no separate board shall be created to fulfill the obligations of this Agreement.

NOW, THEREFORE, it is agreed as follows:

**1. SERVICES**

- i) The City of Waverly and the City enter into this Agreement for the City of Waverly to:
  - (1) Provide to the City any and all ordinances and regulations duly adopted by the City of Waverly related to individual sewage disposal systems, water supply

systems, solid wastes, nuisances, air quality, open burning, and other health and safety hazards; and

- (2) Act as the party primarily responsible for enforcement of the City of Waverly's ordinances, rules, and regulations related to the health and safety of the public.
- ii) The City of Waverly and the City enter into this Agreement for the City to:
  - (1) Investigate complaints presented by the Waverly City Administrator related to public health nuisance conditions, and other health and safety hazards;
  - (2) Generate necessary reports related to the findings of investigations conducted pursuant to this Agreement and provide such reports to the Waverly City Administrator upon completion of each investigation;
  - (3) Cooperate with the Waverly City Attorney in any enforcement actions brought by the City of Waverly involving any investigation conducted by the City according to the terms of this Agreement;
  - (4) Appear as requested as a witness regarding the findings of investigations conducted according to the terms of this Agreement. Notwithstanding the foregoing, the City's employees shall not be asked to testify as experts by the City of Waverly in said proceedings.
  - (5) Review and permit all newly built or repaired on-site wastewater treatment systems within the corporate limits and the extra-territorial jurisdiction of the City of Waverly, assuring they meet minimum standards for design, construction, installation, maintenance, and operation as adopted by Ordinance No. 13-08.
  - (6) Review transfers of properties within the corporate limits and the extra-territorial jurisdiction of the City of Waverly, that are served by individual domestic water wells or onsite wastewater treatment systems to assure they meet minimum standards regulating design, construction, installation, maintenance, and operation as adopted by Ordinance No. 13-08.
  - (7) Review newly proposed subdivisions within the corporate limits and the extra-territorial jurisdiction of the City of Waverly, that will not be served by public water supply or community wastewater treatment for water, wastewater and environmental hazards.
  - (8) Review and permit open burning requests within the corporate limits and the extra-territorial jurisdiction of the City of Waverly, to assure they do not create health risks and meet minimum standards as adopted by Ordinance No. 13-08.
  - (9) The City retains the right to limit the amount of staff time and other resources it expends to provide services identified in this agreement.
2. **TERM** – The term of this Agreement shall commence upon execution and shall continue until completion all obligations of this Agreement but in no event longer than ten (10) years after the date of execution by the City.
3. **TERMINATION FOR CONVENIENCE** – Either party may terminate this Agreement for any reason for its own convenience. If either party elects to terminate this Agreement prior to its expiration, the terminating party shall provide the other party with sixty (60) days written notice of the termination.
4. **DUTIES GENERALLY** – Both parties to this Agreement agree as follows:

- i) To timely and professionally complete the services as described for both parties above, and to furnish their labor and pay all their own costs, including any taxes, required to complete their services.
  - ii) To furnish everything reasonably necessary to complete the services unless specifically provided otherwise in this Agreement.
  - iii) To apply for and obtain any and all necessary permits, certifications, licenses, variances, and approvals required by any applicable law or regulations that relate to the services.
  - iv) To conduct all activities related to the services in a lawful manner.
  - v) To provide and perform all necessary labor in a professional and workmanlike manner and in accordance with the provisions of this Agreement.
5. **INDEPENDENT ENTITIES** – City has sole and exclusive charge and control of the manner and means of performance of the tasks required of it by this Agreement. The City shall perform as an independent contractor, and it is expressly understood that neither the City nor any of its staff are employees of the City of Waverly and, thus they are not entitled to any City of Waverly benefits including, but not limited to, overtime, retirement benefits, workers' compensation insurance, sick leave, or injury leave. The City shall be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for all federal, state, local, and any other payroll taxes with respect to the City or its employees' compensation.
6. **INSURANCE**
- i) The City of Waverly shall maintain General Liability Insurance at its own expense during the life of this Agreement, naming and protecting the City of Waverly and the City of Lincoln, its officials, employees, and volunteers as insured, against claims for damages resulting from (1) all acts or omissions, (2) bodily injury, including wrongful death, (3) personal injury liability, and (d) property damage which may arise from operations under this Agreement whether such operations are by the City of Waverly and its employees, or those directly or indirectly employed by the City of Waverly. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:
    - (1) All Acts or Omissions - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
    - (2) Bodily Injury/Property Damage - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
    - (3) Personal Injury Damage - \$1,000,000 each Occurrence; and
    - (4) Contractual Liability - \$1,000,000 each Occurrence; and
    - (5) Products Liability and Complete Operations - \$1,000,000 each Occurrence; and
    - (6) Medical Expenses (any one person) - \$10,000.
  - ii) The following shall be provided and attached to this Agreement by the City of Waverly:
    - (1) A Certificate of Insurance for its General Liability Insurance. The City of Lincoln shall be specifically named as an additional insurance on the General Liability Insurance Policy. The City of Waverly may present evidence of equivalent self-insurance in place of a certificate of insurance for General Liability Insurance. The City of Lincoln shall be treated as an additional insured as if the City of Waverly possessed General Liability Insurance.

- (2) Proof of Workers' Compensation Insurance, where appropriate.
- iii) The City of Waverly is required to provide the City of Lincoln with thirty (30) days notice of cancellation, non-renewal, or any material reduction in insurance as required by this Agreement. Further any General Liability Insurance Policy maintained in order to comply with this Agreement shall specifically provide that the company from whom the policy is purchased will also provide the City of Lincoln thirty (30) days notice of cancellation, non-renewal, or any material reduction in insurance on the part of the City of Waverly.
- iv) If the City of Waverly obtains General Liability Insurance during the term of this Agreement, it shall add the City of Lincoln as an additional insured and provide a copy of the Certificate of Insurance and specific endorsement on the policy naming the City of Lincoln as an additional insured.
7. **INDEMNIFICATION** – To the fullest extent permitted by law, the City of Waverly shall indemnify, defend, and hold harmless the City of Lincoln, its officers, agents, and employees from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of the City of Waverly, or anyone for whose acts any of them may be liable. This section will not require the City of Waverly to indemnify or hold harmless the City of Lincoln for any losses, damages, claims, and expenses arising out of or resulting from the sole negligence of the City of Lincoln. The City of Lincoln does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law. This section survives termination of this Agreement.
8. **AUDIT PROVISION** – The City of Waverly shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance records and materials germane to this Agreement, as allowed by law.
9. **FAIR EMPLOYMENT** – The City of Waverly shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08 and Neb. Rev. Stat. §48-1122, as amended.
10. **FAIR LABOR STANDARDS** – The City of Waverly shall maintain Fair Labor Standards in the performance of this Agreement, as required by Chapter 73, Nebraska Revised Statutes, as amended.
11. **NEBRASKA LAW** – This Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.
12. **INTEGRATION, AMENDMENTS, ASSIGNMENT** – This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only

by written agreement of both parties. This Agreement may not be assigned without the prior written consent of the other party.

13. **NEW EMPLOYEE VERIFICATION** - In accordance with Neb. Rev. Stat. 4-108 through 4-114, the City of Waverly agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. City of Waverly shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A. 1324b. The City of Waverly shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to [www.uscis.gov/everify](http://www.uscis.gov/everify).
14. **SEVERABILITY & SAVINGS CLAUSE** – Each section and each subdivision of a section of this Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Agreement and invalidity of any section or subdivision of a section of this Agreement shall not invalidate any other section or subdivision of a section thereof.
15. **CAPACITY** – The undersigned persons representing the City of Waverly and the City of Lincoln do hereby agree and represent that he or she is legally capable and authorized to sign this Agreement and to lawfully bind the City of Waverly or the City of Lincoln to this Agreement.

IN WITNESS WHEREOF, the City of Waverly and the City of Lincoln do hereby execute this Agreement.



Mike Werner  
Mayor of Waverly  
P.O. Box 427  
14130 Lancashire  
Waverly, NE 68462-0247

Chris Beutler  
Mayor of Lincoln  
555 South 10<sup>th</sup> Street  
Lincoln, Nebraska 68508



Date of Execution

Date of Execution



Certificate No.: 1  
Policy Number: B0289PC2013-1

League Association of Risk Management

CERTIFICATE OF COVERAGE

This Certificate is issued as a matter of information only and confers no rights upon the Certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the coverage document(s) listed below.

NAME & ADDRESS OF MEMBER: City of Waverly  
PO Box 427  
Waverly, NE 68462

This is to certify that the coverage document(s) listed below have been issued to the Member named above and is in force at this time. Notwithstanding any requirement, term or condition of any agreement or other document with respect to which this certificate may be issued or may pertain, the coverage(s) afforded by the coverage document(s) described herein is subject to all the terms, exclusions and conditions of such Agreement(s).

TYPE OF COVERAGE	EFFECTIVE DATE	EXPIRATION DATE	LIMIT OF COVERAGE
Workers' Compensation	11/01/2013	10/01/2014	\$500,000 E.L. Each Accident \$500,000 E.L. Disease - EA Employee \$500,000 EL Disease - Policy Limit
General Liability	11/01/2013	10/01/2014	See attached \$1,000,000/\$2,000,000 Limit

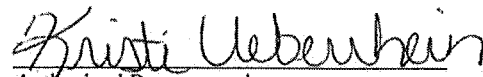
CANCELLATION: Should the above described coverage document(s) be cancelled, the League Association of Risk Management will endeavor to mail 30 days written notice to the below named Certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon LARM.

SPECIAL CONDITIONS/OTHER COVERAGES: Verification of coverage for the City of Waverly. Certificate Holder is listed as an Additional Covered Party per the attached amendment.

NAME & ADDRESS OF CERTIFICATE HOLDER:

City of Lincoln  
Lancaster County Health Department  
555 South 10th Street  
Lincoln, NE 68508

DATE ISSUED: 12/02/2013

  
Authorized Representative

## **General Liability**

- (1) All Acts or Omissions - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
- (2) Bodily Injury/Property Damage - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
- (3) Personal Injury Damage - \$1,000,000 each Occurrence; and
- (4) Contractual Liability - \$1,000,000 each Occurrence; and
- (5) Products Liability and Complete Operations - \$1,000,000 each Occurrence



THIS AMENDMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

**ADDITIONAL COVERED PARTY AMENDMENT**

This amendment modifies insurance under the following:

**LIABILITY COVERAGE DOCUMENT**

City of Lincoln  
555 South 10<sup>th</sup> Street  
Lincoln, NE 68508

It is understood and agreed that the general liability coverage afforded to **City of Waverly** by the Liability Coverage Document of the League Association of Risk Management is amended to include as an additional covered party the person(s) or organization(s) shown in the above Schedule, but only with respect to liability for "bodily injury" or "property damage" arising out of services covered for **City of Waverly** under the **Interlocal Agreement** between the **City of Lincoln** and the **City of Waverly** and only until expiration of such named agreement.

**ALL OTHER TERMS AND CONDITIONS OF THIS COVERAGE DOCUMENT REMAIN UNCHANGED**

Krista Weberhain  
AUTHORIZED REPRESENTATIVE

11-26-13  
DATE